

Independent Contractor Agreement

This agreement is made on APRIL 13, 20 15, between
SOUTHWEST DUBOIS SCHOOL CORPORATION, owner, of
City of HUNTINGBURG, State of INDIANA, and
TERRY NICHOLSON, contractor, of
NSG DATA,
City of JASPER, State of INDIANA.

For valuable consideration, the owner and contractor agree as follows:

1. The contractor agrees to furnish all of the labor and materials to do the following work for the owner as an independent contractor:

BID TO INSTALL 130 LOCATIONS WITHIN THE SOUTHRIDGE MIDDLE SCHOOL WITH 1 CAT6 PLENUM RATED DROP, TERMINATE, TEST AND LABEL. ALL WORK WILL BE PANDUIT CERTIFIED. PRICE INCLUDES ALL MATERIAL TO PROVIDE A HORIZONTAL CAT6 ROUTE AND 7' PATCH CORDS.

2. The contractor agrees that the following portions of the total work will be completed by the dates specified:

WORK WILL COMMENCE BASED ON SOUTHWEST SCHOOL CORPORATION ISSUING AN EMAIL STATING THAT WORK IS READY TO START. MATERIAL WILL BE ORDERED AT THAT TIME AND WORK WILL START UPON RECEIVING MATERIAL. DATES TO COMPLETE WILL BE SET AT THAT TIME.

3. The contractor agrees to perform this work in a workmanlike manner according to standard practices. If any plans or specifications are part of this job, they are attached to and are part of this agreement.

4. The owner agrees to pay the contractor as full payment \$ 24,570.00, for doing the work outlined above. This price will be paid to the contractor on satisfactory completion of the work in the following manner and on the following dates:

INVOICE FOR MATERIAL WILL BE ISSUED ON DELIVERY OF CABLE TO JOB SITE. LABOR WILL BE INVOICED MONTHLY UNTIL JOB IS COMPLETE.

5. The contractor and the owner may agree to extra services and work, but any such extras must be set out and agreed to in writing by both the contractor and the owner.

6. The contractor agrees to indemnify and hold the owner harmless from any claims or liability arising from the contractor's work under this agreement.

7. No modification of this agreement will be effective unless it is in writing and is signed by both parties. This agreement binds and benefits both parties and any successors. Time is of the essence of this agreement. This document, including any attachments, is the entire agreement between the parties. This agreement is governed by the laws of the State of INDIANA.

Dated: APRIL 13, 20 15

Mike Eineman

Signature of Owner

Mike Eineman

Printed Name of Owner

Terry Nicholson

Signature of Contractor

TERRY NICHOLSON

Printed Name of Contractor

PO BOX 2
JASPER, IN 47547

Date	Estimate No.
4/8/2015	70

Name/Address

SOUTHWEST DUBOIS COUNTY SCHOOLS
113 N. JACKSON ST.
HUNTINGBURG, IN 47542

Description	Qty	Rate	Total
THIS PROPOSAL IS TO INSTALL 130 LOCATIONS IN SOUTHRIDGE MIDDLE SCHOOL. ALL WORK WILL BE PANDUIT CERTIFIED 15 YEAR WARRANTY FOR CABLING AND JACKS. ALL CABLING, PATCH CORDS AND JACKS WILL BE RED IN COLOR. ALL PATCH CORDS ARE PRICED OUT AS 7 FOOT CORDS. THIS INCLUDES AL TERMINATION, TESTING AND CERTIFICATION REPORTS. BICSI RCCD IS TERRY NICHOLSON, CERTIFICATION NUMBER 163150	1	24,570.00	24,570.00
The RFP is requesting Category 2 equipment and services to be subsidized under the Universal Services ERate Program for Schools and Libraries. No purchase order will be issued, no installation will occur and no services will be provided until approval of the Form 471 application that is issued as a result of the proposals being submitted in response to this request. No administrative charges related to the USAC method for invoicing (SPI or BEAR) will be accepted. This project is subject to funding availability and may be contingent upon E-Rate funding commitment."			
THIS IS 470 APPLICATION #260910001316496 OUR E-RATE SERVICE NUMBER IS 143045297 Sales Tax		7.00%	0.00
		Total	\$24,570.00

BIDDERS SIGNATURE: _____

ADDRES SIGNATURE: Larry Anderson

DATE:

4-13-15

OWNERS SIGNATURE: _____

WITNESSES SIGNATURE: Mike Emermich

DATE:

4-13-15

**Southwest Dubois Co School Corporation
Reference Form**

All references must be from customers for whom your company has provided similar services as the Scope of Work detailed in this RFP. *(Invalid contact information will result in default of references and may cause the proposal to be disqualified.)*

Proposer: NSG DATA LLC

1. Reference name:

MEMORIAL HOSPITAL

Street Address 800 W 9TH ST

City, State & Zip JASPER, IN 47546

Contact Person Name T.J. SKELTON

Phone 812-996-2345

Describe specific job performed and date: PULL ALL DATA CABLES ON MEMORIAL PROPERTY, INSTALL FIBER CABLES FOR NEW DATA CENTER. WE ARE CURRENTLY WORKING ON SITE.

2. Reference name:

WEDDLE BROS. CONSTRUCTION

Street Address PO BOX 1330

City, State & Zip BLOOMINGTON, INDIANA 47402

Contact Person Name SCOTT COMMER

Phone 812-550-8710

Describe specific job performed and date: NEW PERRY COUNTY HOSPITAL ALLNEW DATA / VOICE INSTALLATION. CURRENTLY ON PROJECT

3. Reference name:

HUNTINGTON UNIVERSITY

Street Address 2303 COLLEGE AVENUE

City, State & Zip HUNTINGTON, INDIANA 46750

Contact Person Name ADAM SKILES

Phone 260-369-4130

Describe specific job performed and date: INSTALL WIRELESS ACCESS IN VARIOUS BUILDINGS. WORK COMPLETED FALL 2014

Form #1

**Southwest Dubois Co School Corporation
Proposer Information Form**

Legal Name of Proposer: NSG DATA LLC

Legal Address: 702 MAIN ST. PO BOX 2

City State Zip: JASPER, INDIANA 47547

Telephone/FAX: 812-631-4299

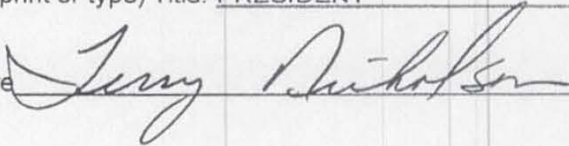
Email: nsgdata.terry@gmail.com

Statement by Proposer as to whether Proposer is the Sole Proprietor, a partnership, a Corporation, or any other legal entity:

Name of individual legally authorized to bind the Proposer to a contract:

(Please print or type) Title: PRESIDENT

Signature

A handwritten signature in cursive script, appearing to read "Terry Nicholson", is written over a horizontal line.

**Southwest Dubois Co School Corporation
Non - Collusion Declaration**

I, TERRY NICHOLSON, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a false proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information of data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive bid.

4/8/2015

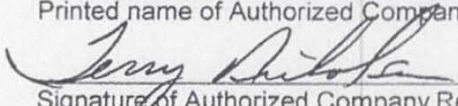
Date

NSG DATA LLC

Name of Vendor

TERRY NICHOLSON

Printed name of Authorized Company Representative


Signature of Authorized Company Representative

Sworn to and Subscribed Before Me On This _____ Day of _____,
2015.

Notary Public